

**ZB# 91-8**

**Paul Kitchen**

**59-2-9**

#91-8- Kitchen, Paul & Alida - front yard variance

Adelin.

Mar. 26, 1991.

Wed:

- ① Need and/or title report
- ② Photo (here)

Public Hearing:

~~August 26, 1991.~~  
Sept. 23, 1991.

(G.P. preparing meeting  
after Vada's)

X Letters mailed on 8/30/91

Fee 25.00 Paid 4

Area Variance

Granted -

9/23/91

# General Receipt

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, N. Y. 12559

12308

Oct 29, 1991

Received of

Paul M. Kitchen

\$ 25.00

Twenty five and no/100

DOLLARS

For

3 B.A. # 91-8.

DISTRIBUTION:

FUND	CODE	AMOUNT
Check # 740		25.00

By

Pauline G. Townsend

Town Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609

## Oxford®

ESSELTE

MADE IN U.S.A.

NO. 753

file

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING  
AREA VARIANCE

PAUL KITCHEN,

#91-8.

-----X

WHEREAS, PAUL KITCHEN, of 17 Hillcrest Drive, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a 3 ft. 5 in. front yard variance in order to construct an addition (garage) to his property located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 23rd day of September, 1991 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, PAUL KITCHEN, appeared in behalf of himself and spoke in support of the application; and

WHEREAS, there were no spectators present at the public hearing who were interested in this application; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to front yard in order to construct an addition to his residence in an R-4 zone.

3. The evidence presented by applicant substantiated the fact that a variance for less than the allowable front yard would be required in order to allow construction of the proposed addition, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that there was only one practical location for the garage due to the size and grade of the lot, i.e. attached to the house and slightly closer to the street than the front of the house. Alternate locations for the garage would cause severe economic hardship to the applicant and would render the project impractical.

5. The evidence presented by the applicant indicated that if the proposed garage were to be constructed further to the rear of the property so that the front of the garage would be even with the main structure, this would involve closing up two windows on the west side of the house on both first and second floor, thereby losing exterior sunlight and cross ventilation.

6. The evidence presented by the applicant further indicated that if a shorter garage were constructed, so that the front line thereof would be even with the main structure, this would be uneconomic since the garage would not permit sufficient storage space, and would require a deeper cut into the grade and cause drainage problems.

7. The evidence presented by the applicant further indicated that if the proposed garage were to be located to the southeast corner of the lot, making it freestanding and detached from the main structure, that this would involve increased cost for constructing the garage and for the driveway and environmental impact since four mature trees would have to be removed in order to accomplish this.

8. The evidence presented by the applicant indicated that the removal of four mature trees which shade the household in the summer would not only cost an additional \$1500, but would also increase the cost of the electricity used to air condition the residence.

9. The evidence presented by the applicant further indicated that there would be a total cost of approximately \$10,000 or a 50% increase on the original estimate to construct the garage in this alternative location.

10. The evidence presented by the applicant also indicated that other nearby houses, and some garages, were located closer to the road than applicant's proposed garage addition.

11. The evidence presented on behalf of the applicant also indicated that he would suffer significant economic injury from the strict application of the bulk regulations to his lot because an addition which complies with the bulk regulations would be expensive to build and would not provide an adequate return on the investment because it would lack utility and be only partly functional, would have an adverse effect upon the main structure of the house, and would have an adverse impact on the environment.

12. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variance.

13. The requested variance is not substantial in relation to the bulk regulations.

14. The requested variance will not result in substantial detriment to adjoining properties nor change the character of the neighborhood.

15. The requested variance will produce no effect on the population density or governmental facilities.

16. There is no other feasible method available to applicant which can produce the necessary results other than the variance procedure.

17. The interest of justice would be served by allowing the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 3 ft. 5 inch front yard variance to allow construction of a garage in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: October 28, 1991.

  
Chairman

(ZBA DISK#1-053085.FD)

September 23, 1991

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PUBLIC HEARING: KITCHEN, PAUL

MR. FENWICK: This is a request for 3 foot 5 inch front yard variance to construct addition to premises located at 17 Hillcrest Drive in an R-4 zone.

Mr. Paul Kitchen came before the Board representing this proposal.

MR. FENWICK: Is there anyone here in reference to this public hearing? I guess not, thank you.

MR. KITCHEN: Gentlemen, first in response to roman numeral number V Section 8 of the legal standard for area variance practical difficulty describing why you feel practical difficulty will result in less area variance and also set forth any efforts you make to alleviate the difficulty other than this application. For information, the text that I am reading is included in the materials that I presented including all of the photographs that go along with this.

Due to the size and grade of the lot, there's only one practical location for the garage attached to the house on the west side slighting forward of the main structure. There are two options that were considered in order to avoid the need for an area variance that were discontinued because of the hardship of added costs, environmental impact and effect on the main structure of the house.

The option are as follows:

The first option considered was to move the garage structure rearwards so that the front of the garage would be even with the main structure. In order to do this, the west side of the house, pardon me, the windows on the west side of the house, one on the main floor and one on the second floor would have to be closed because the wall and roof structure of the garage would cover them. The closing of the windows must be considered a practical difficulty because of the loss of natural interior light and cross ventilation of the living room and dining room area on the main floor, the loss of natural interior lighting and cross ventilation on the second floor and in addition, the second floor bedroom window would be

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completely closed and only have one very small window on the north side of the roof dormer. The loss of natural light would add to electrical lighting costs dramatically damage the current aesthetics of the wood frame windows both on the inside and outside of the house and add to the construction cost by having to reconstruct the walls when the windows are removed. The loss of natural cross ventilation would cause higher interior temperatures in the summer months, higher temperatures would cause the need for interior cooling further adding to the electrical load and cost of operation. Further, the amount of gradient that would have to be removed would create additional problems with drainage of surface water.

The second option that was considered would be to relocate the garage to the southeast corner of the lot and make it freestanding detached from the main structure. This option was also considered in an effort to avoid the need for area variance. However, the increased cost and environmental impact caused practical difficulty. The environmental impact is that in order to construct the garage and have the driveway to the street, four mature trees would have to be removed from the property, the loss of these trees would also impact the house to the east because these large trees provide shade and beauty enjoyed by both homes. The loss of shade would cause interior temperatures to rise through the summer months and cause a cost of increase in cooling the household. The financial impact considered by the location of the garage was also considered. Increased cost of construction would be \$7500, increased cost of longer driveway from the rear of the house all the way to the front would be an additional \$1,000 and the cost to remove the four trees would be an additional \$1500. In total, it would cost an additional \$10,000 or 50% increase on the original estimate to build the garage in the proposed location.

In response to Section 8A, describe any conditions or safeguard, you have to insure that the quality of the zone and neighborhood zones is maintained or upgraded and that the intent and spirit of the New Windsor zoning law is fostered. My response is the addition of the garage will be done in a manner that will add to the aesthetics of the main structure, including the addition of a dormer to be commensurate with the main

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structure. The current loose gravel driveway will be paved to improve appearance and proper drainage will be installed to eliminate the standing water. The siding and trim will be done to match the main structure. The grade next to the paved driveway will be retained with a wooden retaining wall, the driveway will be illuminated to improve visibility and the length of the driveway in front of the main structure will be highlighted with low voltage accent lighting. The garage will be used in such a manner that will provide a storage manner to allow removal of the steel storage shed at the rear of the lot.

By approving this application, there will be no need to remove the additional trees, therefore maintaining the natural environment as it currently exists. Thank you.

MR. FENWICK: Thank you. Dan, you can't have any questions.

MR. LUCIA: That was very nicely presented, Mr. Kitchen. I do have one question. I thank you for providing the copy of the deed and title policy both making reference to recorded covenants and restrictions. To your knowledge, if this Board grants you the variances that you are requesting, is there anything in those records, covenants and restrictions which would prevent you from building the structure as you propose to do it?

MR. KITCHEN: No, sir, there is not.

MR. LUCIA: Thank you.

MR. TORLEY: Could you address the difficulty that you face if you just made the garage 24 feet long instead of 26?

MR. KITCHEN: I feel that that would be impractical considering the size of automobiles today and the intent to use it as a storage garage would require that it be a little longer than 20 feet.

MR. TORLEY: If it was 20 feet long, it would be inadequate and an economic loss as far as the value of the house?

MR. KITCHEN: Yes, I believe aesthetically it's

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inappropriate to have that length of frontage along the front of the house without having a break in it.

MR. TORLEY: And you have discussed this with your neighbors?

MR. KITCHEN: Yes, I have. All of my neighbors are aware of it. I have talked to them individually and they are fully aware of what we are doing.

MR. FENWICK: I have an Affidavit from Pat Barnhart that 46 letters were sent out.

MR. TORLEY: I'd like to thank the applicant for a really nice application, very thorough job.

MR. FENWICK: If you want to come back, it will have to be a slide show next time. Any questions from the Members of the Board? Do I hear a motion to grant the variance?

MR. TANNER: I'll make that motion.

MR. KONKOL: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Tanner	Aye
Mr. Konkol	Aye
Mr. Fenwick	Aye

MR. FENWICK: With any luck, there will be a formal decision written by the next meeting and at that time, the Board grants or votes in favor of that then you can get your building permit and start.

MR. KITCHEN: Approximately, what time frame is that?

MR. TORLEY: It means it would be 28th of October.

MR. FENWICK: Looks like a month.

MR. KITCHEN: Okay, thank you.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NY

Prelim.  
3/25/91  
91-8.

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 3-4-91

APPLICANT:

Kitchen, Paul + Alida  
17 Hillcrest Dr.  
Salisbury Mills, N.Y. 12577

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3-4-91

FOR (BUILDING PERMIT) Addition to Existing Dwelling

LOCATED AT 17 Hillcrest Dr.

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 59 BLOCK: 2 LOT: 9

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

FRONT YARD SETBACK

Michael DeFuria  
BUILDING INSPECTOR (a.d.)

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REQUIREMENTS  
ZONE R4 USE A-10

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

MIN. LOT AREA

Salisbury Mills, N.Y. 12577

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3-4-91  
FOR (BUILDING PERMIT) Addition to Existing Dwelling  
LOCATED AT 17 Hillcrest Dr.

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 59 BLOCK: 2 LOT: 9

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

FRONT YARD SETBACK

Michael Sabry  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R4</u> USE <u>A-10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD	<u>31'7"</u>	<u>3'5"</u>
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	%	%

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:  
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD  
OF APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

**IMPORTANT**

**REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE**

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

**CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807**

- 1-WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2-FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3-INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4-WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5-INSULATION.
- 6-PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME.
- 7-DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR.
- 8-\$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9-PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10-THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11-SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12-SPETIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13-ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.

Name of Owner of Premises PAUL + ALIDA KITCHEN.....

Address 17 HILLCREST DR., SALISBURY MILLS NY 12577 Phone (914) 496-9287.....

Name of Architect PLANS BY BUILDER.....

Address..... Phone.....

Name of Contractor SCHRADER BUILDERS INC......

Address 2092 RT. 94 SALISBURY MILLS NY 12577-5417 Phone (914) 496-8696.....

State whether applicant is owner, lessee, agent, architect, engineer or builder: OWNER.....

If applicant is a corporation, signature of duly authorized officer.

Edwin A. Schrader, Jr. Vice President.....  
(Name and title of corporate officer)

1. On what street is property located? On the SOUTH side of HILLCREST DRIVE  
(N. S. E. or W.)  
and 100 feet from the intersection of VALLEY DRIVE.....

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

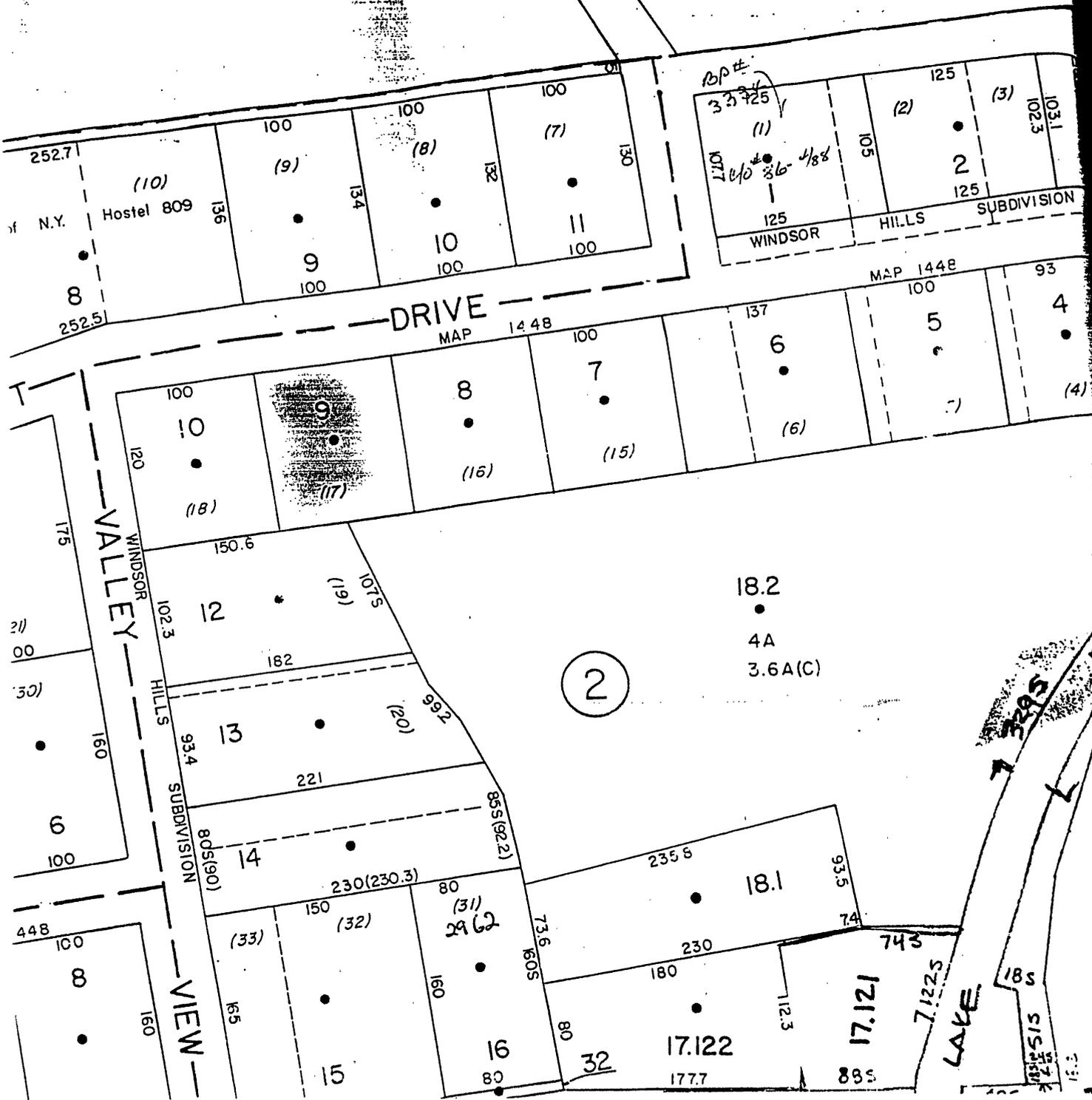
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Name of Owner of Premises PAUL + ALIDA KITCHEN  
 Address 17 HILLCREST DR., SALISBURY MILLS NY 12577 Phone (914) 496-9287  
 Name of Architect PLANS BY BUILDER  
 Address..... Phone .....  
 Name of Contractor SCHRADER BUILDERS INC.  
 Address 2092 RT. 94 SALISBURY MILLS NY 12577-5417 Phone (914) 496-8696  
 State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER  
 If applicant is a corporation, signature of duly authorized officer.

Edwin A. Schrader, Jr. VICE PRESIDENT  
 (Name and title of corporate officer)

1. On what street is property located? On the SOUTH side of HILLCREST DRIVE  
 (N. S. E. or W.)  
 and 100 feet from the intersection of VALLEY DRIVE
2. Zone or use district in which premises are situated RESIDENTIAL
3. Tax Map description of property: Section 59 Block 2 Lot 9
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
  - a. Existing use and occupancy RESIDENTIAL
  - b. Intended use and occupancy GARAGE
5. Nature of work (check which applicable): New Building..... Addition  Alteration..... Repair..... Removal.....  
 Demolition..... Other.....
6. Size of lot: Front 100' Rear 100' Depth 120' Front Yard 35.7' Rear Yard 45.7' Side Yard 45.3'  
 Is this a corner lot? NO
7. Dimensions of entire new construction: Front 26' Rear 26' Depth 26' Height 28' Number of stories 1
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
 Number of bedrooms..... Baths..... Toilets.....  
 Heating Plant: Gas..... Oil..... Electric...../Hot Air..... Hot Water.....  
 If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost \$15,000.00 Fee \$75.00  
 (to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.



**PRESENTATION**

to

**TOWN OF NEW WINDSOR**

**555 Union Avenue  
New Windsor, New York**

by

**Paul M. Kitchen**

**17 Hillcrest Drive,  
Salisbury Mills, New York 12577**

**Home Phone (914) 496-9287  
Work Phone (201) 767-4882**

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 9-8

Date: August 8, 1991

I.  Applicant Information:

- (a) Paul M. Kitchen, 17 Hillcrest Drive, Salisbury Mills, NY 12577 (914) 496-9287  
(Name, address and phone of Applicant) (Owner)
- (b) n/a  
(Name, address and phone of purchaser or lessee)
- (c) n/a  
(Name, address and phone of attorney)
- (d) n/a  
(Name, address and phone of broker)

II. Application type:

- Use Variance  Sign Variance
- Area Variance  Interpretation

III.  Property Information:

- (a) Residential 17 Hillcrest Dr., Salisbury Mills NY 59-2-9 12,000 sq. ft.  
(Zone) (Address) 12577 (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? Residential
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? December 1985
- (e) Has property been subdivided previously? No When? \_\_\_\_\_
- (f) Has property been subject of variance or special permit previously? No When? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: Yes, one 9' x 9' steel storage shed

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_

(b) <sup>N/A</sup> The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V.  Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of USE-BULK Regs., Col. E.

Requirements	Proposed or Available	Variance Request
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____
Reqd. Front Yd. <u>35'</u>	<u>31' 7"</u>	<u>3' 5"</u>
Reqd. Side Yd. <u>/</u>	<u>/</u>	<u>/</u>
Reqd. Rear Yd.	_____	_____
Reqd. Street Frontage*	_____	_____
Max. Bldg. Hgt.	_____	_____
Min. Floor Area*	_____	_____
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**	_____	_____

\* Residential Districts only  
\*\* Non-residential districts only

(b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

\_\_\_\_\_  
See attached document that describes the practical difficulty of two (2) options.  
\_\_\_\_\_  
\_\_\_\_\_

VI. Sign Variance: <sup>N/A</sup>

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) <sup>N/A</sup> Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) <sup>N/A</sup> What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Interpretation: <sup>N/A</sup>

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

- (b) Describe in detail the proposal before the Board:

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VIII.  Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

See attached document that describes plan to ensure the spirit and intent of the zoning laws.

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IX.  Attachments required:

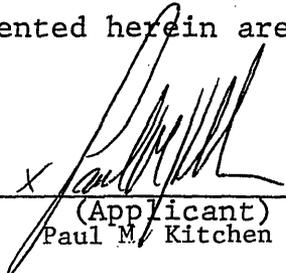
- \_\_\_\_\_ Copy of letter of referral from Bldg./Zoning Inspector.
- \_\_\_\_\_ Copy of tax map showing adjacent properties.
- \_\_\_\_\_ Copy of contract of sale, lease or franchise agreement.
- \_\_\_\_\_ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- \_\_\_\_\_ Copy(ies) of sign(s) with dimensions.
- \_\_\_\_\_ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- \_\_\_\_\_ Photos of existing premises which show all present signs and landscaping.

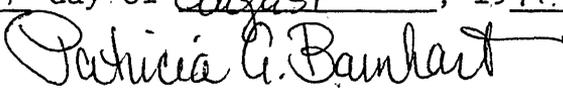
X. AFFIDAVIT

Date August 8, 1991

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF ORANGE )

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

  
\_\_\_\_\_  
(Applicant)  
Paul M. Kitchen

Sworn to before me this  
8th day of August, 1991.  


**PATRICIA A. BARNHART**  
Notary Public - State of New York  
No. 00004904434  
Qualified in Orange County  
Commission Expires August 31, 1991.

- XI. ZBA Action:
- (a) Public Hearing date \_\_\_\_\_.
  - (b) Variance is \_\_\_\_\_.  
Special Permit is \_\_\_\_\_.
  - (c) Conditions and safeguards: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

The following pages contain the responses to the information requested as part of an application for public hearing as it relates to an application for an Area Variance.

Each section is numbered to correspond to the application to avoid confusion.

RESPONSE TO:

V. Area variance:

- (b) The legal standard for an "Area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Due to the size and grading of the lot there is only one practical location for a garage, attached to the house on the west side, slightly forward of the main structure.

There are two options that were considered in order to avoid the need for an area variance that were discounted due to the hardship of added cost, environmental impact and effect on the main structure of the house. The options are described below.

Option 1

The first option considered was to move the garage structure rearward so that the front of the garage was even with the main structure.

In order to do this the windows on the west side of the house, one on the main floor and one on the second floor, would have to be closed because the wall and roof structure of the garage would cover them.

The closing of the windows must be considered as a practical difficulty because of the loss of natural interior lighting and cross ventilation of the living room and dining room on the main floor; and loss of natural interior lighting and cross ventilation of the second floor bedroom. In addition the second floor bedroom would only have one very small window in the north side roof dormer.

The loss of natural light would add to the electrical lighting costs, dramatically damage the current esthetics of the wood framed windows both on the inside and outside of the house and add to the construction cost by having to reconstruct the wall when the windows are removed.

The loss of the natural cross ventilation would cause higher interior temperatures in the summer months. The higher temperatures would cause the need for interior cooling that would further add to the electrical load and costs of operation.

Further the amount of grade that would have to be removed would create additional problems dealing with drainage of surface water.

## Option 2

The second option would be to relocate the garage to the south east corner of the lot and make it free standing detached from the main structure.

This option was considered in an effort to avoid the need for an "Area Variance". However, the increased costs and environmental impact causes practical difficulty.

The environmental impact is that in order to construct the garage and have a driveway to the street four mature trees would have to be removed from the property. The loss of these trees would also impact the house to the east because these large trees provide shade and beauty enjoyed by both homes. The loss of the shade would cause higher interior temperatures and increase interior cooling costs.

The financial impact of considering this location would be considerable.

Increased cost of construction would be \$7,500.

Increased cost of a longer drive way would be \$1,000.

Cost to remove the four trees would be \$1,500.

Total additional cost compared to desired location would be \$10,000 or 50% higher.

RESPONSE TO:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Laws is fostered.

The addition of the garage will be done in a manner that will add to the esthetics of the main structure including the addition of a dormer to be commensurate with the main structure.

The current loose gravel drive way will be paved to improve appearance.

Proper drainage will be installed to eliminate standing water.

The siding and trim will be done to match the main structure.

The grade next to the paved drive way will be retained with a wooden retaining wall.

The driveway will be illuminated to improve visibility and the length of the driveway and front of the main structure will be highlighted with low voltage accent lighting.

The garage will be used as such and will provide storage area that will allow the removal of the storage shed at the rear of the lot.

By approving this application there will be no need to remove any additional trees and therefore maintain the nature environment that currently exists.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

46

April 8, 1991

Paul M. & Alida J. Kitchen  
17 Hillcrest Dr.  
Salisbury Mills, NY 12577

Re: 500 Ft. Variance List - Tax Map Parcel #59-2-9  
Paul M. & Alida J. Kitchen

Dear Mr. & Mrs. Kitchen:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$65.00, minus your deposit of \$25.00.

Please remit the balance of \$40.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

*Leslie Cook*  
LESLIE COOK  
Sole Assessor

LC/po  
Attachments

cc: Pat Barnhart

Briody, Thomas E. & Sonia B.  
PO Box 129  
Salisbury Mills, NY 12577

Hirsch, Mayer  
6 Hayes Ct.  
Monroe, NY 10590

Risolio, Vincent & Josephine  
PO Box 353  
Salisbury Mills, NY 12577

Filippini, Raymond & Annette Risolio  
PO Box 187  
Salisbury Mills, NY 12577

Kalberer, Roderick W. & Valerie J.  
168 Lake Rd.  
Salisbury Mills, NY 12577

Kaiser, Steven & Debra  
PO Box 87  
Salisbury Mills, NY 12577

Bar, Alexander A. & Natalie  
PO Box 239  
Cornwall, NY 12518

Foy, Michael R. & Sherrie  
PO Box 150  
Salisbury Mills, NY 12577

Tuohy, Patrick & Deborah A.  
PO Box 196  
Salisbury Mills, NY 12577

Strohl, Albert & Linda  
PO Box 195  
Salisbury Mills, NY 12577

Castellane, William W. & Maria D.  
PO Box 165  
Salisbury Mills, NY 12577

Rodriguez, Emilio  
28 Hillcrest Dr.  
Salisbury Mills, NY 12577

Burke, Daniel J. & Kathleen M.  
26 Hillcrest Dr.  
Salisbury Mills, NY 12577

DioGuardia, Peter  
2282 Arthur Ave.  
Bronx, NY 10458

State of New York  
Office of Mental Retardation & Develop. Dis.  
Letchworth Dev.  
Office of Comptroller  
Gov. A. Smith Bldg.  
Albany, NY 12236

Scheiper, Robert  
16 Hillcrest Dr.  
Salisbury Mills, NY 12577

Adams, William P.  
14 Hillcrest Rd.  
Salisbury Mills, NY 12577

Obermeier, Margarete F., Executrix  
12 Hillcrest Dr.  
Salisbury Mills, NY 12577

Mecca, Joseph G. & Marion E.  
RD #4, Lakeside Dr.  
New Windsor, NY 12553

Conley, Christopher J.  
& Ellen Lauretta  
6 Hillcrest Dr.  
Salisbury Mills, NY 12577

Dale, Barbara  
5 Hillcrest Dr.  
Salisbury Mills, NY 12577

Witt, Robert E. & Edna J.  
7 Hillcrest Dr.  
Salisbury Mills, NY 12577

Pearson, John & Elsie  
9 Hillcrest Dr.  
Salisbury Mills, NY 12577

Conley, Albert N. & Mary Jane  
13 Hillcrest Dr.  
Salisbury Mills, NY 12577

Capone, Joseph R. & Annette M.  
15 Hillcrest Dr.  
Salisbury Mills, NY 12577

DiMaggio, Dominick P. & Dorothy  
21 Hillcrest Dr.  
Salisbury Mills, NY 12577

Hagerth, Rita F.  
PO Box 151  
Salisbury Mills, NY 12577

Walters, William A. & Janet L.  
50 Valley View Dr.  
Salisbury Mills, NY 12577

Shand, Leo S. & Maureen A.  
48 Valley View Dr.  
Salisbury Mills, NY 12577

Lunn, George J. & Paula W.  
122 Windsor Terrace  
Salisbury Mills, NY 12577

Madden, Jr., James A. & Marguerite O.  
118 Windsor Terrace  
Salisbury Mills, NY 12577

O'Brien, Timothy J. & Mary  
Apt. 2614, 111 Briny Ave.  
Pompano Beach, FL 33062

Haight, Robert R.  
PO Box 27  
Salisbury Mills, NY 12577

Blauth, Sr. George D.  
121 Windsor Terrace  
Salisbury Mills, NY 12577

D'Jovin, Robert & Bonnie  
7 Ridgeview Rd.  
Salisbury Mills, NY 12577

Halinan, Michael J. & Mary Alice  
5 Ridgeview Rd.  
Salisbury Mills, NY 12577

Miserendino, Bennie & Mary  
49 Valley View Dr.  
Salisbury Mills, NY 12577

Olsen, Jerry & Linda  
45 Valley View Rd.  
Salisbury Mills, NY 12577

Dragonetti, Jr., Ralph E.  
6 Forest Lane  
Salisbury Mills, NY 12577

Sirull, Allan & Maureen  
31 Hillcrest Dr.  
Salisbury Mills, NY 12577

Bernstein, Janice  
29 Hillcrest Dr.  
Salisbury Mills, NY 12577

Mallon, Peter & Ann E.  
25 Hillcrest Dr.  
Salisbury Mills, NY 12577

Barbieri, Kenneth & Juanita A.  
53 Valley View Dr.  
Salisbury Mills, NY 12577

Kiefer, Jr. Vincent  
371 N. Elting Corners Rd.  
Highland, NY 12528

Kiefer, Vincent R. & Helen M.  
1855 Bogart Ave.  
Bronx, NY 10462

Padden, John  
PO Box 313, Ridgeview Rd.  
Salisbury Mills, NY 12577

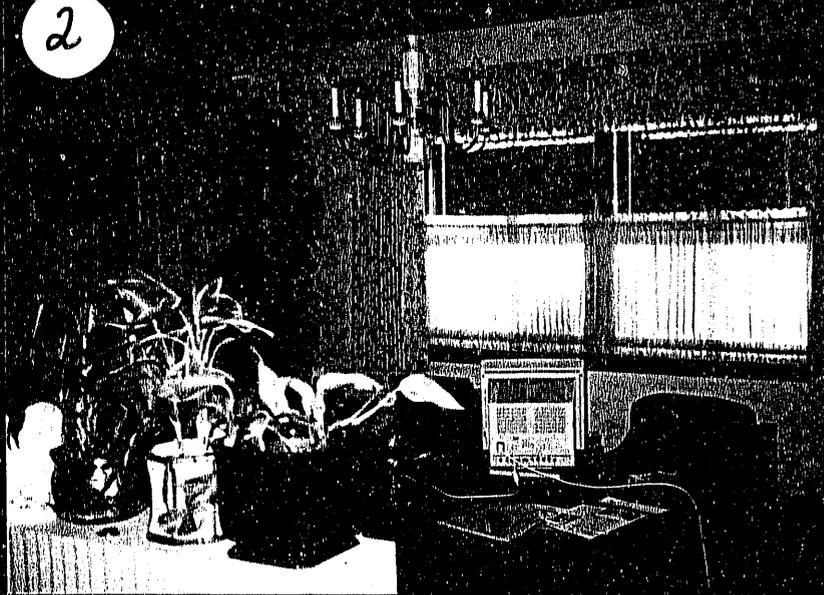
Photograph #1, Shows the existing structure.

Photograph #2, Shows the structure with an insert that shows the location of the garage. Note, that if the garage is moved back the two windows would be lost. This would eliminate all natural light entering the house from the west side.

1



2



3

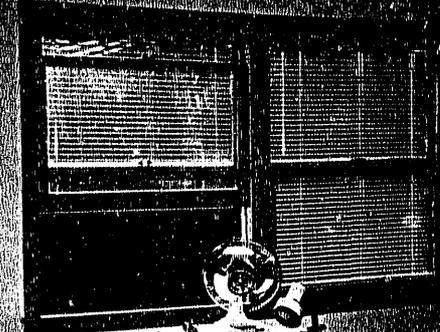


Photograph #3, Shows the location of the house directly across the street to the North.

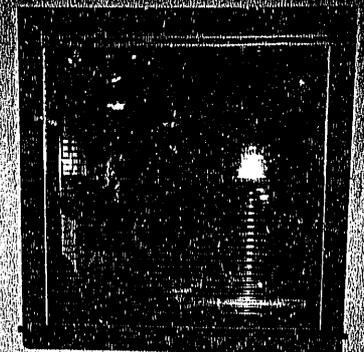
Photograph #4, Shows the position of the garage in relation to the main house. The garage is 10 feet in front of the house.

Photograph #5, Is a front view of the house and garage showing the relative position of each. The front of the garage is closer to the road than the proposed new structure.

4



5



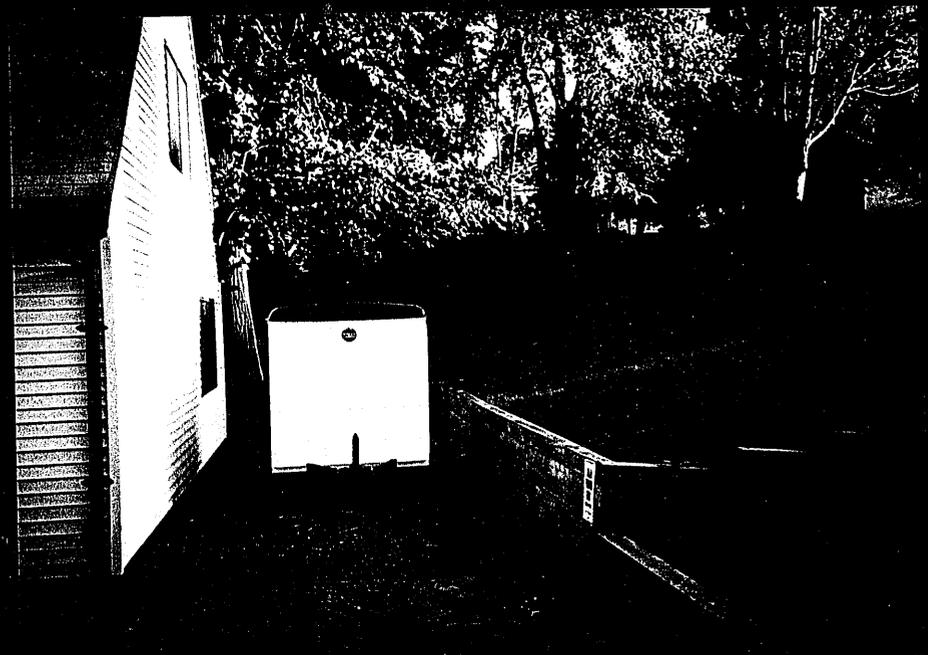
Photograph #6, Shows the position of the house directly next door to the East. This house is 6 feet closer to the road than 17 Hillcrest (My House). The proposed garage would only extend 5 feet, therefore, would not be closer to the road than the next house.

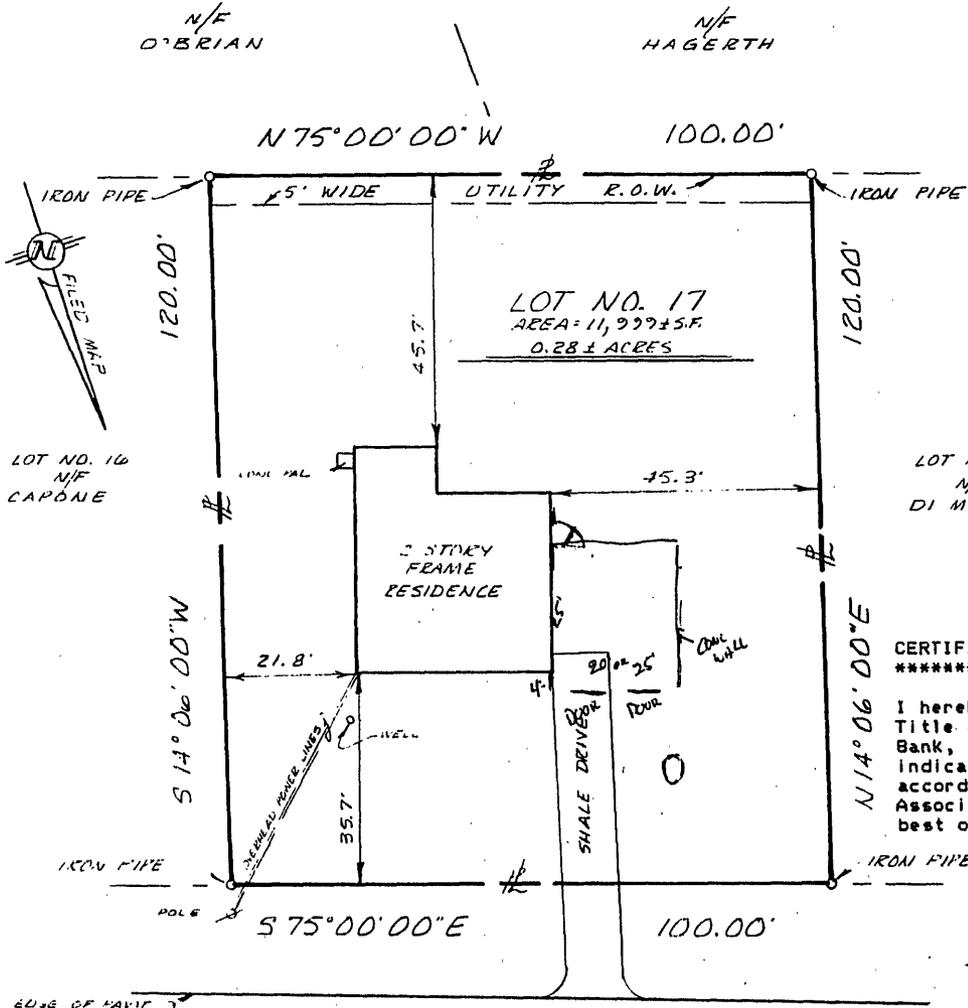
Photograph #7, Shows the position of the house next door to the East. The new garage would not effect this house because of the grade and the fact that the house is much higher.

Note, that if the proposed garage had to be moved back the amount of excavation would increase.









**GENERAL NOTES**  
\*\*\*\*\*

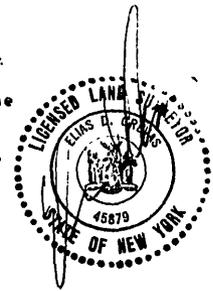
1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209 (2) of the New York State Education Law.
2. Only copies from the original of this survey, marked with an original of land surveyor's inked seal, shall be considered to be valid true copies.
3. Certification shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon and is not transferable to additional institutions or subsequent owners.

**SPECIAL NOTES**  
\*\*\*\*\*

1. Being Lot No. 17 as shown on a Map entitled "WINDSOR HILLS" filed in the Orange County Clerk's Office on 26 August 1950 as Map No. 1448.
2. Offsets shown are at right angles to the property lines.
3. No certification is made for items not visible at ground surface at the time of the survey.
4. Subject to any other utility grants and easements of record

**CERTIFICATION**  
\*\*\*\*\*

I hereby certify to Paul M. Kitchen, Alida J. Kitchen, Security Title and Guaranty Company and Westchester Federal Savings Bank, that this plan resulted from an actual field survey of the indicated premises completed on 22 October 1985 performed in accordance with the Code of Practice adopted by the N.Y.S. Association of Professional Land Surveyors, Inc. and is, to the best of my knowledge and belief, correct.



35.7  
20  
15.7

ELIAS D. GREVAS, L.S. LAND SURVEYOR 33 CHASSACK AVENUE NEW WINDSOR, NEW YORK 12550		SURVEY FOR:	
		<b>PAUL M. KITCHEN &amp; ALIDA J. KITCHEN</b>	
REVISIONS: DATE DESCRIPTION		TOWN OF NEW WINDSOR ORANGE COUNTY NEW YORK	
		Drawn: <i>WIAK</i>	
		Checked:	
		Scale: 1" = 20'	
		Date: 28 OCT 1985	
<b>BOUNDARY/LOCATION SURVEY</b>			

MAKE CHECKS PAYABLE TO:  
 JIMMY G. POCOCK  
 SCHOOL TAX COLLECTOR  
 WASHINGTONVILLE NY  
 11977

BILL NO: 007573  
 PAGE NO: 01 OF 01  
 ROLL SECTION: 1  
 ACCT NO:

DEBIT TO MAIN PERSON PAYMENT  
 AT BANK OF NEW YORK  
 WASHINGTONVILLE MAIN  
 BRANCH MONDAY-FRIDAY  
 7:00 TO 3PM

STATEMENT OF TAXES  
 WASHINGTONVILLE CEN  
 SCHOOL DISTRICT  
 COUNTY OF ORANGE  
 PHONE 914 490-7131

FISCAL YEAR: 07/01/90 - 06/30/91  
 WARRANT DATED: 09/01/90  
 BANK CODE:

PROPERTY DESCRIPTION AND LOCATION:  
 TAX MAP NO: 334800 59-2-9 #654343-2 PG  
 LOCATION: HILLCREST DR  
 DIMENSIONS: FR FT- 100.00 DEPTH- 120.00  
 SCHOOL DISTRICT: 3020-2- WASHINGTONVILLE CSD  
 PROPERTY CLASS: 210-SINGLE FAMILY RESIDENCE

OWNERS NAME & ADDRESS:  
 KITCHEN PAUL M  
 & ALIDA J  
 17 HILLCREST DR  
 SALISBURY MILLS NY 12577

TOTAL ASSESSED VALUE IS: 42,000  
 EXEMPTIONS APPLIED: ESTIMATED STATE AID  
 SCHL 16,556,891

LEVY DESCRIPTION	TAXABLE VALUE	TAX RATE	TAX AMOUNT
TOWN OF NEW WINDSOR			
WASHINGTONVILLE SCH	42,000	47.48475%	1,996.36
PAY BY MAIL TO COLLECTOR TO ABOVE ADDRESS TAXES RECEIVED WITHOUT PENALTY FROM SEPT 1 TO OCT 1 POSTMARKS OCT 2 THRU OCT 31 ADD 2 PCT NOV 1 ADD 3 PCT NO PAYMENTS ACCEPTED AFTER NOV 1			

**PAID**  
 SEP 24 1990

PAYMENT SCHEDULE ON TOTAL TAX AMOUNT DUE:			
			1,996.36
			1,868.36
			1,868.36
			09/01/90

TAXES PAID BY

RECEIVED BY & DATE

APPLY FOR 3RD PARTY NOTICE BY 07/15/91  
 Retain this copy for your records. Return ONLY if signed receipt is requested.  
 Your cancelled check is your receipt.

TAXES PAID BY CHECK ARE SUBJECT TO COLLECTION SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS

# Proposal



## Schrader Builders Inc.

2092 Route 94  
SALISBURY MILLS, NEW YORK 12577-5417  
(914) 496-8696 or 496-8215 or 496-4329

PROPOSAL SUBMITTED TO <u>Paul &amp; Alida Kitchen.</u>	PHONE <u>(914) 496-9287</u>	DATE <u>2/19/91</u>
STREET <u>Hillcrest drive.</u>	JOB NAME <u>Kitchen residence.</u>	
CITY, STATE and ZIP CODE <u>New Windsor N,Y 12550.</u>	JOB LOCATION <u>Same.</u>	
ARCHITECT <u>Plans by GKI.</u>	DATE OF PLANS <u>-</u>	JOB PHONE <u>-</u>

**We Propose** hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Twenty one thousand, four hundred fifty, and 00/100. dollars (\$ 21,450.00/100.).

Payment to be made as follows:

Five thousand @ start, ten thousand after roof, four thousand, three hundred, and fifteen

@ completion, and two thousand, one hundred forty five within 30 days after owners

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

acceptance of work.  
Authorized Signature Edwin A. Schrader, Jr.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

New two car garage attached to existing two story cape style house. All work included in this proposal shall be labor, and material as listed below.

- (1) Provide structural, and architectural drawings for owner to obtain building permit.
- (2) Removal of existing tree @ front lawn next to driveway.
- (3) Complete all excavation to rough raking, (finish raking, and grass seed by others.)
- (4) All concrete work, footings, and slab. note: concrete slab to be coated w/ sealer.
- (5) Supply and install masonry work to complete block walls.
- (6) All wood framing, floor and ceiling, roof, dormer, and gable end. also provide plywood on half of floor above garage to be used for storage. access to storage shall be from existing bedroom.
- (7) Supply and install all felt paper, drip edge, flashing, and roofing materials.
- (8) Supply and install siding, and trim for completion of exterior finish. note: new siding to match old as close as possible, also any siding taken off end of house shall be used on front of new garage to match existing.
- (9) Supply and install doors, and windows. note: new overhead doors to each have automatic operators, and remote controls.
- (10) Provide necessary electric for garage lights, receptacles, and automatic operators.
- (11) Driveway to have 3" base, and 2 1/2" of asphalt topping.

STREET Paul Willow Kitchen. Hillcrest drive.		JOB NAME (914) 490 9281 Kitchen residence.	
CITY, STATE and ZIP CODE New Windsor N,Y 12550.		JOB LOCATION Same.	
ARCHITECT Plans by GKI.	DATE OF PLANS -	JOB PHONE -	

**We Propose** hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Twenty one thousand, four hundred fifty, and 00/100. dollars (\$ 21,450.00/100.)

Payment to be made as follows:

Five thousand @ start, ten thousand after roof, four thousand, three hundred, and fifteen @ completion, and two thousand, one hundred forty five within 30 days after owners acceptance of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Edwin A. Schaefer, Jr.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

New two car garage attached to existing two story cape style house. All work included in this proposal shall be labor, and material as listed below.

- (1) Provide structural, and architectural drawings for owner to obtain building permit.
- (2) Removal of existing tree @ front lawn next to driveway.
- (3) Complete all excavation to rough raking, (finish raking, and grass seed by others.)
- (4) All concrete work, footings, and slab. note: concrete slab to be coated w/ sealer.
- (5) Supply and install masonry work to complete block walls.
- (6) All wood framing, floor and ceiling, roof, dormer, and gable end. also provide plywood on half of floor above garage to be used for storage. access to storage shall be from existing bedroom.
- (7) Supply and install all felt paper, drip edge, flashing, and roofing materials.
- (8) Supply and install siding, and trim for completion of exterior finish. note: new siding to match old as close as possible, also any siding taken off end of house shall be used on front of new garage to match existing.
- (9) Supply and install doors, and windows. note: new overhead doors to each have automatic operators, and remote controls.
- (10) Provide necessary electric for garage lights, receptacles, and automatic operators.
- (11) Driveway to have 3" base, and 2½" of asphalt topping.
- (12) If necessary supply and install grating in front of garage doors, and drainage pipe to alleviate any excessive water condition.
- (13) Clean and remove from site any, and all debris created by this work.
- (14) note: work not included in this contract. Painting interior of garage, building of workbench, insulation, grass seed, or shrubbery. also owner to attend any zoning board meetings for approval of variance.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: FEB 24, 1991

Signature [Signature]

Signature [Signature]

PRELIMINARY MEETING: KITCHEN, PAUL

ZBA # 91-8.

MR. FENWICK: This is a request for 3 foot 5 inch front yard variance to construct addition to existing dwelling at 17 Hillcrest Drive in an R-4 zone.

Mr. Paul Kitchen and Mr. Ed Schrader of Schrader Builder's came before the Board representing this proposal.

MR. KITCHEN: My name is Paul Kitchen and I am the owner of 17 Hillcrest Drive. What I have before you is just some photographs of the existing structure and the proposal.

The first photograph here shows the existing structure facing to the east so it's the west side of the house where the proposed addition of the garage is going to be located. Photograph #2, I have just passed over an overlay of the approximately the location of the garage. The point of this particular photograph is to show that if we were to move the total dimension of the garage towards the rear of the house, we'd be sacrificing two very large windows which allow light into an upstairs bedroom and dining area on that side of the house. I'd like to avoid that, if at all possible. If you flip over the page to photograph #3, this shows the relative location of the house to the house which is directly across the street from me to the north. The reason for showing you that is that as you can see the photograph #4, it shows the position of my neighbor's garage relative to his house and it's about a full 10 feet 4 inches off the existing structure now and the final picture on this page #5 shows the full frontage view of that particular home and the location of the garage to verify that. And then the last page, photograph 6, I am showing the front of my house pointing the camera in the easterly direction to the house which is directly to the east of mine and as you can see, that house is closer to the road by 6 feet than what my house is. And then the final picture just shows the grade which is on the west side of the house.

My concerns are that if I have to set the garage back further, I am going to lose dimension. I can possibly lose interior lighting and that I would have to go deeper into the grade at the side of the house in order to accomplish the result and that's why I'm asking for your consideration to let the house be, the garage be a little bit forward of the house to accommodate that.

I think it, if it's consistent within the neighborhood with the house directly across the street which has the garage forward and the fact that my house is set farther back than the neighbors. Also, the neighbor to my west is further up the hill and would not be in any way obstructed by having the garage on that side of the house and that's the reason we are asking for the variance so that we can make this structure.

MR. KONKOL: How do the neighbors feel?

MR. KITCHEN: No problem whatsoever. I'm sure that if I was to formally approach them in writing, there'd be no problem in completing the project.

MR. PETRO: What's it going to be used for, a garage?

MR. KITCHEN: Yes, two car garage with storage up in the attic area.

MR. TORLEY: Do we have the application?

MRS. BARNHART: Here.

MR. PETRO: There's already a driveway all the way back here, this driveway goes all the way back. Is this the side we are using?

MR. KITCHEN: The garage would replace the driveway and be made wider to accommodate a driveway.

MR. FINNEGAN: Currently you don't have a garage?

MR. KITCHEN: No.

MR. TORLEY: And the only variance is the 3 foot for the front yard?

MR. BABCOCK: Yes.

MR. NUGENT: That's because he's bringing it to the front of the house?

MR. BABCOCK: Well, the front yard setback in that zone is 35 feet. Existing house is 35 feet 7 and the new addition he wants to bring out to 31 foot 7.

MR. FENWICK: I notice that you mention that the house by you or near you there's a house that is 6 foot closer to the front than yours is now.

MR. KITCHEN: To the east.

MR. FENWICK: Do you know, are there other houses that are closer to the front yard than that one?

MR. KITCHEN: That one specifically I know is closer. The exact duplicate of my house which is the next one to the east is exactly the same house setback exactly the same amount and the house directly across the street which I photographed is also closer to the road than my house is at this time.

MR. LUCIA: The reason the Chairman asked the question. If I consult the zoning ordinance Section 4814C-3, there's a provision with regard to existing setbacks and that provides that no proposed one or two family dwelling need have a setback greater than the average setback of the existing dwellings within 200 feet on each side of said proposed dwelling. You have to go out and measure but if you do, it obviates the variance if what you are showing in the photographs is adequate and those are the only houses within 200 feet. If that doesn't do it, you have to have a variance.

MR. FENWICK: This is a structure not that garage, that would not count. You show the one garage which is the quite a bit further in the front, that would not count as a main structure.

MR. KITCHEN: It would be the house itself, right?

MR. FENWICK: We are not quite sure whether that accessory building is legal either.

MR. BABCOCK: I have my book open to that section. It's questionable because it says no proposed one or two family dwelling. It's not a proposed dwelling, it's a proposed garage.

MR. FENWICK: Attached to the house so it actually becomes part of the dwelling, right?

MR. BABCOCK: But it's technical.

MR. FENWICK: I don't think if one house is 6 foot closer and none of the other ones are then that doesn't make the average.

MR. TORLEY: If the other garage is attached, it's freestanding.

MR. FENWICK: It's freestanding so that we'd be talking about maybe a foot or an inch or two inches but 200 feet on either side or around if you are not

going to make the average, I was trying to figure out if you had a couple on each side that were closer than very possibly that would happen.

MR. TORLEY: Does each side also govern the other side of the road or only the same side of the road? I'm not sure by the reading of it. Would it be the guy across the street? Does that also include across the street?

MR. LUCIA: On each side of said proposed dwelling. I think they probably--

MR. BABCOCK: On the right and left hand side, not across the street.

MR. FENWICK: I think we should let it go just the way the application is.

MR. TORLEY: I'll make a motion we set him up for a public hearing.

MR. NUGENT: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Petro	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

MR. TORLEY: Thank you for the presentation, it was very nicely done.

MR. LUCIA: When you come back, the legal standard you have to prove in order for this to bring an area variance is something called practical difficulty. You have to bring in some showing of significant economic injury why it's going to be uneconomic for you to locate this elsewhere on the lot that will either not require a variance or require a smaller variance. So, I think you're really going to have to bring in economic factors as to how much deprivation of why if that's your argument for leaving the two windows is going to cost you in terms of reducing the value of the dwelling, how much it is going to cost you to grade it, to put it further back into the

3-25-91

back. Give us the economic aspect of why you need to put it here. That's one of the findings the Board is going to have to find. Also bring in a copy of your deed and the title policy and photographs. You have some photographs, right?

MR. FENWICK: Yes, very well done.

MR. KITCHEN: Thank you.

MR. TORLEY: You might be able to, if he gets the measurements, he might not have to come back at all.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----X  
In the Matter of Application for Variance of

Paul M. Kitchen & Alida Kitchen,

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

# 91-8,

-----X  
STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On August 30, 1991, I compared the 46 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
30<sup>th</sup> day of August, 1991 .

Deborah Green  
Notary Public

**DEBORAH GREEN**  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

165236

**THIS INDENTURE**, made the 16<sup>th</sup> day of December, nineteen hundred and eighty five  
**BETWEEN** GEORGE CASIANO and DONNA CASIANO, husband and wife,  
residing at Hill Crest Road, Salisbury Mills, New York

party of the first part, and

PAUL M. KITCHEN and ALIDA J. KITCHEN, husband and wife,  
both residing at #51 2905 Norman Avenue, Coquitlam, BC V3C4H0

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of

TEN and 00/100----- (\$10.00) dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or

successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of New York, designated as Lot Number 17 upon a Map entitled "Map of Windsor Hills, Salisbury Mills, Town of New Windsor, County of Orange, New York", made by Nial Sherwood, C.E., dated May, 1950, as Map number 1448.

TOGETHER with an easement of right of way for access over and upon the street abutting the said premises and along the same to and from Lak Road (Jackson Avenue).

TOGETHER with an easement for the use of the Beach Areas as described in a Declaration of Beach Area Easement dated and recorded May 15, 1950, in Liber 1387, Conveyances Page 264, in Orange County Clerk's Office

TOGETHER with the right to use Beaver Dam Lake for boating, fishing, recreation and sports in so far as the party of the first part has the right to grant such use to the party of the second part. It is understood and agreed, however, that only boats propelled by hand or wind shall be

59-2-9

**BETWEEN** GEORGE CASIANO and DONNA CASIANO, husband and wife,  
residing at Hill Crest Road, Salisbury Mills, New York

party of the first part, and

PAUL M. KITCHEN and ALIDA J. KITCHEN, husband and wife,  
both residing at #51 2905 Norman Avenue, Coquitlam, BC V3C4H4

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of

TEN and 00/100-----(\$10.00) dollars.

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of New  
York, designated as Lot Number 17 upon a Map entitled "Map of Windsor  
Hills, Salisbury Mills, Town of New Windsor, County of Orange, New  
York", made by Nial Sherwood, C.E., dated May, 1950, as Map number  
1448.

TOGETHER with an easement of right of way for access over and upon the  
street abutting the said premises and along the same to and from Lak  
Road (Jackson Avenue).

TOGETHER with an easement for the use of the Beach Areas as describe  
in a Declaration of Beach Area Easement dated and recorded May 15, 1983  
in Liber 1387, Conveyances Page 264, in Orange County Clerk's Office

TOGETHER with the right to use Beaver Dam Lake for boating, fishing,  
recreation and sports in so far as the party of the first part has the  
right to grant such use to the party of the second part. It is under-  
stood and agreed, however, that only boats propelled by hand or wind shall be  
used upon said Lake; and that no boats propelled by motors, engines  
other mechanical power will be used thereon and that said Lake shall  
not be used for any business purpose whatsoever.

It is understood and agreed further by the parties hereto that the  
party of the first part assume no liability for or injuries to persons  
or property by reason of their grant of the use of the Lake or Roads  
to the party of the second part. Nothing herein contained shall impose  
any obligation upon the party of the first part to maintain the Dam  
at the South end of the Lake.

RESERVING, however to the party of the first part a right of way five  
feet in width along the rear of the lot hereby conveyed for the purpose  
of maintenance, operation and repair of the water to the above mentio-  
ned lot and other lots upon said Map of Windsor and for the use of elect-  
ric light and telephone poles and wires.

SUBJECT to restrictions and easements of record.

BEING the same premises conveyed by C.K.P., Inc. to George Casiano  
and Donna Casiano by deed dated December 12, 1983 and recorded in the  
Orange County Clerk's Office on December 19, 1983 in Liber 2271 of

DEEDS AT PAGE 653

59-2-9

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for

successors and assigns of the party of the second part forever.

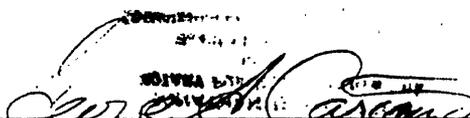
**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

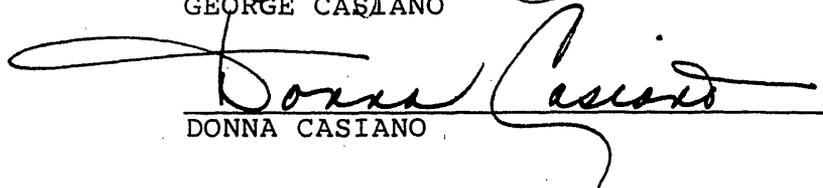
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF  
STATE OF NEW YORK  
COUNTY OF [illegible]  
[illegible]  
[illegible]

  
\_\_\_\_\_  
GEORGE CASIANO

  
\_\_\_\_\_  
DONNA CASIANO

STATE OF NEW YORK, COUNTY OF WESTCHESTER

On the 16th day of December 1985, before me personally came GEORGE CASIANO

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

[Signature]

NOTARY PUBLIC

JONATHAN G. JACOBSON  
NOTARY PUBLIC, State of New York  
No. 484313  
Qualified in Orange County  
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ORANGE

On the 14th day of December 1985, before me personally came DONNA CASIANO

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

[Signature]

NOTARY PUBLIC

JONATHAN G. JACOBSON  
NOTARY PUBLIC, State of New York  
No. 484313  
Qualified in Orange County  
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

SECURITY TITLE GUARANTY CO  
22 N. ... STREET  
MIDDLETOWN, N.Y. 10940

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 0907573 & a

SECTION 19  
BLOCK 2  
LOT 9  
COUNTY OR TOWN New Windsor N.Y.  
420-111-2

TO

Recorded at Request of COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
**COMMONWEALTH LAND**  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

WILLIAM BANDON, ESQ.  
123 Main Street  
White Plains, New York  
Zip No. 10601

See Title  
file

*Jonathan G. Jacobson*  
 NOTARY PUBLIC  
 JONATHAN G. JACOBSON  
 Notary Public, State of New York  
 No. 426133  
 Qualified in Orange County  
 Commission Expires March 30, 19 87

*Jonathan G. Jacobson*  
 NOTARY PUBLIC  
 JONATHAN G. JACOBSON  
 Notary Public, State of New York  
 No. 426133  
 Qualified in Orange County  
 Commission Expires March 30, 19 87

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:  
 On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_  
 that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:  
 On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_  
 that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

SECURITY TITLE GUARANTEE CO  
 22 MAIN STREET  
 MIDDLETON, N.Y. 10940

**Bargain and Sale Deed**

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. 0907573042

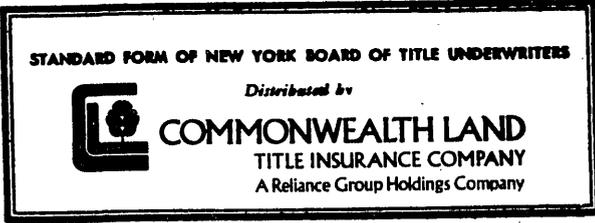
SECTION 19  
 BLOCK 2  
 LOT 9  
 COUNTY OR TOWN New Windsor N.Y.

*420-117-2*

TO

Recorded at Request of ~~COMMONWEALTH LAND~~  
 TITLE INSURANCE COMPANY

RETURN BY MAIL TO:



WILLIAM BANDON, ESQ.  
 123 Main Street  
 White Plains, New York  
 Zip No. 10601

*Sec. Title*

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED  
 REAL ESTATE  
 DEC 23 1985  
 TRANSFER TAX  
 ORANGE COUNTY

LIBER 2455 PG 35

Orange County Clerk's Office  
 Recorded on the 23rd day  
 of Dec 1985 at 9:21  
 o'clock P.M. in Liber 2455  
 Examined at page 35  
 Examined

*Murphy*

J.S.

Title No....O-9075738-A

Premises:- Town of New Windsor

Purchaser or Borrower: Paul M. Kitchen and Alida J. Kitchen

# CERTIFICATE AND REPORT OF TITLE

## SECURITY TITLE AND GUARANTY COMPANY

certifies to CLIENTS OF WILLIAM E. BANDON, ESQ.

that, in consideration of the fees, due and payable upon the delivery of this certificate, it has examined the title to the premises described in Schedule A herein, in accordance with its usual procedure and agrees to issue its standard form of **FEE** policy in the sum of \$ **105,000.00** insuring such interest and the marketability thereof excepting all loss or damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in this certificate which are not disposed of to its satisfaction prior to the closing of title or issuance of the policy.

Such policy will be issued for the amount set forth herein, upon payment of the Company's fees and after the transaction has been closed and the closing instruments have been duly recorded and approved by this Company.

This certificate is subject to any question or objection as a result of a continuation of the title to the date of closing or which may be brought to the attention of this company between the date hereof and the date of closing or if there be no closing, between the date hereof and the issuance of the policy.

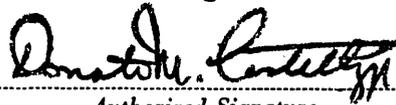
This certificate shall be null and void (1) if the Company's fees therefor are not paid (2) if the applicant, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to this company to material inquiries before the issuance of this certificate (3) in any event, upon the delivery of the policy. Any claim arising by reason of the issuance of this certificate shall be restricted to the terms and conditions of the standard policy of insurance.

In case of insurance of title or interest or lien acquired prior to the delivery of this certificate, the Company assumes no liability except under the policy when issued.

The land which is the subject of this transaction, lies in

Section 59 Block 2 Lot 9 City of  
Town of New Windsor on the Map of the County of Orange

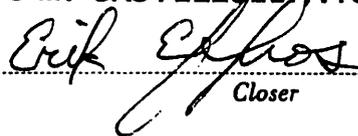
Dated: 10/14/85 9 a.m.



Authorized Signature

DONATO M. CASTELLUZZI, VICE PRESIDENT

Redated and Recertified:- 12/16/85



Closer

If you have any questions regarding this report please communicate with MICHAEL DeGROAT

(914) 343-1891 or 294-5705

TITLE OFFICER

**The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:**

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Zoning restrictions or ordinances imposed by any governmental body.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Compliance by the buildings or other erections upon the premises or their use with Federal, State and Municipal laws, regulations and ordinances.
7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

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**NOTE**

---

This certificate returns only such conditional bills of sale, chattel mortgages, security agreements and/or financing statements as are properly filed or refiled and indexed for the five years last past against the real property herein described in the Register's Office of the County in which said property is located, or, if there is no Register's Office therein, then in the County Clerk's Office thereof.

**TRUST CLAUSE:** Mortgages must contain the trust clause required by subdivision 3 of Section 13 of the Lien Law and deeds must contain the trust clause required by subdivision 5 of said section.

Title No. O-907573

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, incumbrances and other matters, if any, set forth in this certificate may be conveyed mortgaged by GEORGE CASIANO AND DONNA CASIANO WHO ACQUIRED TITLE BY

DEED FROM C. K. P. INC., dated 12/12/83 and recorded 12/19/83 in Liber 2271

Cp 653. Redated & recertified on 12/16/85 by Deed to Paul M. Kitchen & Alida J. Kitchen at \$80,000 with Westchester Federal Savings EE

SCHEDULE B in which are set forth the additional matters which will appear in the policy as exceptions from coverage, unless disposed of to the Company's satisfaction prior to the closing or delivery of the policy;

Disposition

SEE WITHIN EE

SEE WITHIN EE

EXCEPT EE

OMIT EE

EXCEPT EE

OMIT EE

- 1. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in schedule herein.
- 2. Mortgages returned herein ( ONE ). Detailed statement within.
- 3. Any state of facts which an accurate survey might show.   
 ~~or~~   
 Survey exceptions set forth herein.
- 4. Rights of tenants or persons in possession.
- 5. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein:— Declaration of Easement in Liber 1387 Cp 264.   
 Utility Easement and Lake Rights in Liber 2271 Cp 653.   
 Covenants and Rstrictions recorded in Liber 1475 Cp 112 and repeated in Liber 2255 Cp 69. (For Mortgage ONLY: Policy affirmatively insures that the covenants and restriction set forth herein have not been violated and that any present or future violation will not result in reversion or forfeiture.   
 Utility Easemtn recorded in Liber 1271 Cp 450.
- 6. Franchise Taxes versus C. K. P. Inc. which are being requisitioned and a further report to follow.

- continued -

NOTE: If the subject transaction is one involving a sale subject to the mortgage(s) returned in item number 2 above, and since many lenders now have the mortgage instrument state that the debt will become due and payable at the option of the mortgagee upon any transfer of title, it is recommended that the applicant examine the mortgage document(s) as well as the note(s) or bond(s) and any agreement modifying said mortgage(s), or make inquiry of the mortgagee of the current terms of such instruments especially with respect to acceleration of the maturity date in case of sale. Upon request, we will obtain and furnish a copy of the recorded mortgage(s) for cost.

Title No. O-907573

**SCHEDULE B**

Continued-page two

EXCEPT  
EE

7.

Subject to rights and easements in favor of public utility companies to install and maintain their lines of poles, wires, lines, etc., in, to, over, under and across premises described in Schedule A, as same now exists.

OMIT  
EE

8.

Effect, if any, of mechanics liens filed more than 4 months and less than 8 months after the recording of the closing instruments.

OMIT  
EE

9.

Proof will be required of exemption from Gains Tax. (NOTE: See affidavit annexed to this report.)

NOT FOR  
POLICY  
EE

10.

Possible affect of withholding obligation to transferee herein pursuant to Section 1445 of the Internal Revenue Code, as amended, effective 1/1/85. See annexed information sheet. This exception will not appear in the title policy, as it represents an obligation against which the policy does not protect.

Title No...Q-907573.....

**SCHEDULE A**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, and State of New York, designated as Lot Number 17 upon a Map entitled "Map of Windsor Hills, Salisbury Mills, Town of New Windsor, County of Orange, New York", made by Nial Sherwood, C.E., dated May, 1985, and filed in the Office of the Clerk of the County of Orange on August 23, 1950, as Map Number 1448.

INSURE  
EE

*For conveyancing only, if intended to be conveyed.* } Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof

Title No. O-907573

**SURVEY READING**

Survey made by Elias D. Grevas, L.S., dated October 28, 1985 shows no variations or encroachments which affect marketability of the title, except as follows:

- 1) Utility line crosses premises as shown.
- 2) Utility right of way along the southerly bounds.
- 3) Drive extends onto Hill Crest Drive right of way.

EXCEPT  
EE

Title No.....O-907573

**MORTGAGE SCHEDULE**

*Disposition*

**Mortgagor**

**Due,**

George Casiano  
Donna Casiano

**Mortgagee**

C. K. P. Inc.

**Interest**

**%, Payable**

OMIT  
SAT  
EE

**Amount, \$** 37,000.00

**Clauses:**

days interest  
days taxes and  
assessments

**Dated,** 12/12/83

**Recorded,** 12/19/83

**Liber** 1895 **mp** 1121 **Sec.**

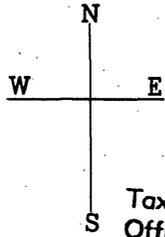
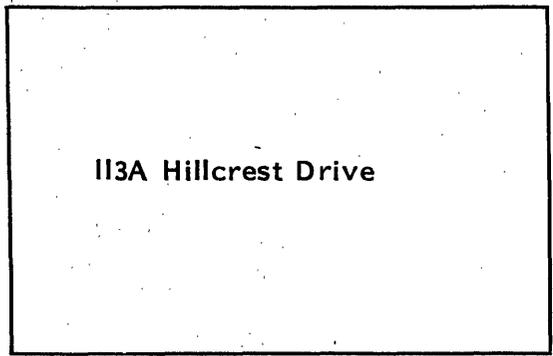
These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes, the provisions of a mortgage are modified by agreements which are not recorded. We suggest that you communicate with the mortgagee, if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Properties with exemptions  
 Assessors may cancel exemption  
 and cause an additional tax to be levied  
 on the exempt portion for the balance  
 of the fiscal year

Title No. 0-907573-----

**TAX SCHEDULE**

Paid receipts will be required for any  
 real estate taxes at or prior to closing. If paid  
 tax receipts are not available on the day of closing  
 said taxes will remain an encumbrance to title until  
 the Company receives the paid receipts.  
 Company will not accept seller's check for  
 payment for unpaid taxes at closing.



The tax search made herein covers  
 only the premises shown on above  
 diagram, and no search is made  
 against any part of the street on  
 which said premises abut.

Tax Search is limited to County Treasurer's  
 Office and/or the City Treasurer's Office  
 and does not cover possible unpaid water  
 charges, sewer rents and assessments which  
 may be a lien on the premises and not dis-  
 closed by the records of said office.

County            Orange  
 Section           59  
 Block             2  
 Lot                9

City  
 Town    New Windsor  
 Village  
 School District No.    332002

Assessed Valuation                      Land \$    6,500.00            Total \$    42,000.00

Disposition	RETURNS
	1985 Town of New Windsor Tax Search shows:
	Assessed to: Casiano, George & Donna Bill No. 773
	1985 State, county & Town Tax Bill \$1,313.03 Paid 1/28/85
	<i>86 State, county, Town &amp; School Tax \$2770</i> <i>Ad</i>
	1985/1986 School Tax Bill - receipt showing payment to be produced.
	Water and SEwer Bills, if any, to date of closing.

*OMIT  
per  
escrow*

*EE*

**EXCEPT**

Water meter and sewer rental charges accruing since the date of the last  
 reading and building purpose or unfixed water frontage charges subsequently  
 entered.

Title No.....O-907573..

SCHEDULE COVENANTS, CONDITIONS, EASEMENTS, LEASES,  
AGREEMENTS OF RECORD, ETC.

Declaration of Easement

Clarence P. Strakosch  
Mary E. Strakosch

Dated: 5/25/56  
Recorded: 5/25/56  
Liber 1387 Cp 264

EXCEPT  
EE

~~DECLARE that the following described two parcels of~~  
land, lying between Jackson Avenue (Lake Road) and Beaver Dam  
Lake are hereby made subject to easements for Beach Areas for the  
private and sole use of all of the grantees and purchasers from  
the declarants of lots and plots of land outlined and delineated  
upon the map entitled "Map of Windsor Hills, Salisbury Mills,  
Orange County, N.Y.", dated May 1950, made by Nial Sherwood, C. E.  
and filed in Orange County Clerk's Office on August 23, 1950, as  
map No. 1448, and outlined and described in a deed dated October  
8, 1951, made by Samuel H. Goldstein and Sydney Treinkman,  
recorded on October 10, 1951 in Liber 1211 of conveyances at page  
155 in Orange County Clerk's Office;

And the Declarants do hereby grant to all such grantees  
and purchasers easements for beach purposes over said two plots  
described herein as Parcel "A" and Parcel "B" which said Beach  
Areas shall be kept free and clear of all buildings and structures  
of every kind whatsoever, except a building for Club house or Com-  
munity purposes for the use of the grantees and Purchasers aforesaid.  
Said two parcels of land so declared to be Beach Areas

and subject to beach easements are described as follows:

All those two plots of land situate in the Town of New  
Windsor, County of Orange and State of New York, bounded and  
described as follows:

PARCEL A Beginning at a point in the easterly side of Jackson  
Avenue (Lake Road), where said easterly side of said Avenue is  
intersected by the southerly property line (5th course) of the  
property conveyed by Anna Johnson to Clarence P. Strakosch and

SCHEDULE COVENANTS, CONDITIONS, EASEMENTS, LEASES,  
AGREEMENTS OF RECORD, ETC.

Liber 1387 Cp 264

Continued - page two

Mary E. Strakosch by the deed dated October 20, 1952, recorded on October 22, 1952 in Liber 1248 of conveyances at page 67 in said County Clerk's Office; and running thence south 75 degrees east 50 feet more or less to the west shore line of Beaver Dam Lake; thence along the said line of said lake to a point where the same is intersected by a line drawn parallel with and distant 150 feet northerly from the first course above mentioned; thence along said parallel line north 75 degrees west about 50 feet to the easterly side of Jackson Avenue (Lake Road); and thence in a general southwesterly direction along the same 150 feet more or less to the point or place of beginning.

PARCEL B Beginning at a point in the easterly side of Jackson Avenue (Lake Road) where said easterly side of said avenue intersects the north line of lands conveyed to Charles and Hermine Best by Clarence P. and Mary E. Strakosch by deed recorded June 14, 1954 in Liber 1309 of conveyances at page 38 in Orange County Clerk's Office, and running thence along said lands of Best, south 73 degrees 27' east 100 feet more or less to the west shore line of Beaver Dam Lake; thence northerly along the said line of said lake to a point where the same is intersected by a line drawn parallel with and distant 300 feet northerly from the first course above mentioned; thence along said parallel line north 73 degrees 27' west 75 feet more or less to the easterly side of Jackson Avenue (Lake Road); and thence in a general southerly direction along said Avenue 300 feet more or less to the point or place of beginning.

Parcel A being a portion of the premises conveyed by Anna Johnson to Clarence P. and Mary E. Strakosch by deed recorded in Liber 1248 of conveyances at page 67; and Parcel B being a portion of the premises conveyed by Samuel H. Goldstein and Sydney Treinkman to said Clarence P. and Mary E. Strakosch by deed recorded in Liber 1211 of conveyances at page 155 in said County Clerk's Office.

The easements herein granted shall run to the said Declarants' grantees and purchasers and their distributees and assigns forever.

EXCEPT  
EE

Title No..... O-907573

**SCHEDULE COVENANTS, CONDITIONS, EASEMENTS, LEASES,  
AGREEMENTS OF RECORD, ETC.**

C. K. P. Inc.  
TO  
George Casiano  
Donna Casiano

Dated: 12/12/83  
Rec'd: 12/19/83  
Liber 2271 Cp 653

TOGETHER with an easement of right of way for access over and upon the street abutting the said premises and along the same to and from Lake Road (Jackson Avenue).

TOGETHER with an easement for the use of the Beach Areas as described in a Declaration of Beach Area Easement dated and recorded May 15, 1956, in Liber 1387, Conveyances Page 264, in Orange County Clerk's Office.

TOGETHER with the right to use Beaver Dam Lake for boating, fishing, recreation and sports in so far as the party of the first part has the right to grant such use to the party of the second part. It is understood and agreed, however, that only boats propelled by hand or wind shall be used upon said Lake; and that no boats propelled by motors, engines or other mechanical power will be used thereon and that said Lake shall not be used for any business purpose whatsoever. It is understood and agreed further by the parties hereto that the party of the first part assume no liability for or injuries to person or property by reason of their grant of the use of the Lake or Roads to the party of the second part. Nothing herein contained shall impose any obligation upon the party of the first part to maintain the Dam at the South end of the Lake.

EXCEPT  
ee

RESERVING, however to the party of the first part a right of way five feet in width along the rear of the lot hereby conveyed for the purpose of maintenance, operation and repair of the water to the above mentioned lot and other lots upon said Map of Windsor and for the use of electric light and telephone poles and wires.

Title No...Q-807573.....

**SCHEDULE COVENANTS, CONDITIONS, EASEMENTS, LEASES,  
AGREEMENTS OF RECORD, ETC.**

Clarence P. Strakosch  
Mary E. Strakosch  
to  
John C. Lack  
Rita L. Lach

Dated: 9/8/58  
Recorded: 9/8/58  
Liber 1475 Cp 112

EXCEPT  
EE

These covenants and restrictions are repeated in Liber  
2255 Cp 69.

Title No.....Q-907573.....

**SCHEDULE COVENANTS, CONDITIONS, EASEMENTS, LEASES,  
AGREEMENTS OF RECORD, ETC.**

John C. Lack  
Rita T. Lack, ux  
to  
C.K.P. Inc.

Dated: 6/24/83

Recorded: 6/27/83

Liber 2255 Cp 69

EXCEPT  
EE

THESE covenants and restrictions are repeated in Liber 1475 Cp 112.  
Subject to all easements and rights of way of the Central  
Hudson Gas and Electric Corporation and the Highland Telephone  
Company.

Subject to the building and zoning ordinances, if any.  
Together with the appurtenances and all the estate and rights  
of the party of the first part in and to said premises.  
TO HAVE AND TO HOLD the premises herein granted unto the party  
of the second part, the distributees or successors and assigns of  
the party of the second part forever;

Subject, however, to the following covenants and restrictions:

1) The party of the second part, their heirs and assigns,  
will not suffer or permit at any time any advertising sign to be  
erected or maintained, nor any fowls or livestock to be kept upon  
the premises herein, nor any noxious or noisome or other objectionable  
thing, having regard to the general character of the neighborhood;  
nor suffer or permit any manufacturing, hotel, boardinghouse, or  
any other business of any kind whatsoever upon any part of said  
premises.

2) No more than one dwelling and one garage for more than  
two automobiles shall be erected upon any single lot as such lot  
appears upon said map of Windsor Hills, and such dwelling and/or  
garage shall have either manufactured shingles or clapboard siding  
as exterior. This covenant shall not prevent the use of a tent or  
other temporary shelter during the construction of said dwelling  
over a period not to exceed ninety days.

3) No dwelling shall be constructed nearer than twenty feet  
from the front line of any lot, or nearer than ten feet from the side  
line of any lot as shown on said map; and for the purpose of this  
restriction the frontage of a corner lot having the lesser dimension  
shall be considered the front line and the frontage having the  
greater dimension shall be considered the side line.

4) All septic tanks shall be installed in a manner, approved  
by the New York State Department of Health on August 23, 1950, as  
indicated upon the abovementioned Map of Windsor Hills.

5) The party of the second part shall pay to the party of  
the first part on or before July 1st of each year the sum of Twenty-  
five Dollars (\$25.00) per lot upon said map as a water charge for  
water supplied from the master well belonging to the party of  
the first party during the season from April 15th to November 1st  
of each year, except that the first payment shall become due upon  
the tapping of the water supply. This covenant shall not be  
construed to prevent the party of the second part from constructing  
a well for the use of one dwelling per lot upon said map, and in  
such event this covenant shall cease and terminate as to such lot,  
and the purchase of such water as aforesaid shall thereupon become  
optional with the party of the second part.

Title No...Q--907573.....

**SCHEDULE COVENANTS, CONDITIONS, EASEMENTS, LEASES,  
AGREEMENTS OF RECORD, ETC.**

Clarence P. Strakosch  
Mary E. Strakosch  
to  
Central Hudson Gas &  
Electric Corporation

Dated: 5/12/53  
Recorded: 6/20/53  
Liber 1271 Cp 450

OMIT  
ee

In consideration of the sum of \$1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (at ~~South Road~~) at South Road (no street number), Poughkeepsie, New York, AND ~~Highland Telephone Company~~ Highland Telephone Company, a domestic Corporation having its principal office (at ~~South Road~~) at 145 No. Main Street, Monroe, New York, is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way 30 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the Town of ~~Southburgh~~ New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of the undersigned pole #36996 on the North in a southerly direction to the property line of Anna Johnson lot #6 on the South and shall also extend to other portions of the property of the undersigned on which the existing line may be extended subsequently to supply service to additional points.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporation(s), their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

The exact location of said easement and lines is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said lines and the requirements of said corporation(s).

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporation(s); and provided that damage to the property owned by the undersigned caused solely by said corporation(s), their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation(s), their respective successors, assigns or lessees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

NOTICE OF OFFER  
OF  
MARKET VALUE POLICY RIDER

Pursuant to Chapter 582 of the Laws of 1982 (Insurance Law, Section 440, Subdivision 5, effective September 11, 1982) this Company offers the insured homeowner our Market Value Policy Rider.

The Market Value Policy Rider expands the coverage of the Basic Policy to insure the named homeowner against loss or damage not exceeding the market value of the premises at the time of loss in accordance with the provisions of the Basic Policy and the provisions of the Market Value Policy Rider.

The premium for such protection is an additional 10% added to the basic fee title insurance rate.

You may contact our office to arrange for this expanded coverage or our closing representative will attend to the details at the time of the closing of title.

SECURITY TITLE AND GUARANTEE COMPANY

Revised: March 22, 1984

THE FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) -  
NEW LAW

The taxation of foreign investors on capital gains from the sale or disposition of U.S. real property interests generally will be enforced through withholding. Transferees will be required to deduct and withhold a tax equal to 10% of the amount realized. However, the amount withheld may not exceed the transferor's maximum tax liability. The Treasury is to establish a maximum liability within 90 days from the time of a transferor's or transferee's request.

There are five exemptions from withholding as follows:

1. If the transferor furnishes to the transferee an affidavit stating the transferor's U.S. taxpayer identification number and stating that the transferor is not a foreign person.

2. In the case of a disposition of an interest in a domestic corporation, if the domestic corporation furnishes to the transferee an affidavit stating that the domestic corporation is not, and has not been, a U.S. real property holding corporation during the base period specified in IRC Section 897.

3. If the transferee receives a "qualifying statement" indicating that the transferor has reached an agreement with the Treasury for the payment of any tax imposed on any gain recognized by the transferor on the disposition of a U.S. real property interest, or the transferor is exempt from any such tax, and the transferor or transferee has satisfied any

transferor's withholding liability (or has provided adequate security to cover the liability).

4. If the property is being acquired by the transferee for use by him as a residence and the amount realized for the property is \$300,000 or less.

5. If the disposition is a share of a class of stock that is regularly traded on an established securities market.

With respect to (1) and (2) above, withholding will still be required in the event (1) the transferee has actual knowledge that the affidavit is false, (2) the transferee receives a notice from a transferor's agent that the affidavit is false, or (3) the transferee fails to file a copy of the affidavit with the IRS (if regulations are issued which require filing).

Effective date of Act January 1, 1985.

REPORT OF CLOSING

Title closed at office of.....on.....19...by.....

By delivery of the following instruments:

DEED (Designate Kind)

By.....
To.....
Dated.....
Insure for \$.....

DEED (Designate Kind)

By.....
To.....
Dated.....
Cons. \$.....
Insure for \$.....

G.I. — F.H.A. — CONVENTIONAL
MORTGAGE (Designate Kind)

By.....
To.....
Dated.....
Amount, \$..... payable in.....
Insure for \$.....

MORTGAGE (Designate Kind)

By.....
To.....
Amount, \$..... Dated.....
Insure for \$.....

ASSIGNMENT OF MORTGAGE

By.....
To.....
Dated.....
Assigns Mortgage Recorded in L.....Mp.....Sec.....
Insure for \$.....

By.....
To.....
Dated.....
Cons. \$.....
Assigns Mortgage Recorded in L.....Mp.....Sec.....
Insure for \$.....

SATISFACTION OF MORTGAGE

By.....
Dated.....
Satisfies Mortgage Recorded in L.....Mp.....

By.....
Dated.....
Satisfies Mortgage Recorded in L.....Mp.....

OTHER CLOSING INSTRUMENTS

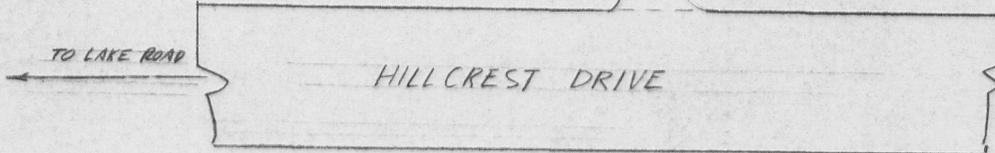
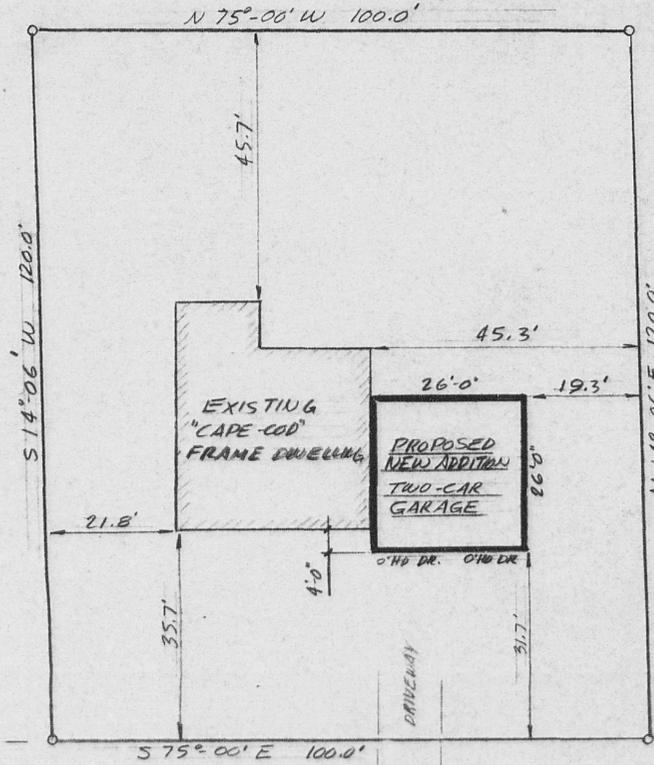
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Parties Present At Closing

Attorney for Seller.....Address.....Tel.....
Attorney for Purchaser.....
Attorney for Lender.....

Fee Policy to be sent to:.....Address.....
Mortgage Policy to be sent to:.....Address.....

NOTE!  
 METES AND BOUNDS AND HOUSE SIDEPRINT ARE  
 FROM BOUNDARY & LOCATION SURVEY OF RECORD  
 BY ELIAS P. GREVAS, LL.S. NYS.#45879 DATED 28 OCT. 1985



SITE PLAN  
 1" = 20'



ELEVATION OF EXISTING STRUCTURE  
 1/4" = 1'-0"

ELEVATION OF PROPOSED ADDITION  
 1/4" = 1'-0"

DESCRIPTION: 26'-0" X 26'-0"  
 TWO-CAR GARAGE WITH 8" CONC. BLOCK WALLS FRONT & BACK, 10" CONC. BLOCK WALL ON SIDE.  
 ROOF CONSTRUCTION: 2XB RAFTERS @ 16" O.C. W/ 2X10 CEILING JOISTS SUPPORTED IN CENTER.

Residence of **PAUL M. & ALIDA J. KITCHEN**  
 PROPOSED ADDITION/TWO-CAR GARAGE  
 TOWN OF NEW WINDSOR SECTION \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_  
 SCALE: NOTED  
 DATE: 2-21-91  
 BY: GKI - E. SCHRADER  
 DRG. ①